

Schedule 2

Proposed Rejection Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BIG LOTS, INC., *et al.*,

Debtors.¹

Chapter 11

Case No. 24-11967 (JKS)

(Jointly Administered)

Re: D.I. [●]

**ORDER (I) AUTHORIZING THE DEBTORS TO REJECT CERTAIN EXECUTORY
CONTRACTS AND/OR UNEXPIRED LEASES EFFECTIVE AS OF
MARCH 31, 2025 AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)² of the above-captioned debtors and debtors in possession (the “**Debtors**”) for entry of an order: (a) authorizing the rejection of the Initial Leases, (b) authorizing and establishing the Rejection Procedures for (i) rejecting Contracts and Leases and (ii) abandoning personal property in connection with any rejected Contract or Lease, (c) authorizing and approving the Rejection Notice to affected Counterparties and (d) granting related relief, all as more fully set forth in the Motion; and the order of this Court approving the Motion on a final basis [D.I. 461]; and the filing of the notice of rejection (the “**Rejection Notice**”) by the Debtors [D.I. [●]]; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference of the United States District Court

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Great Basin, LLC (6158); Big Lots, Inc. (9097); Big Lots Management, LLC (7948); Consolidated Property Holdings, LLC (0984); Broyhill LLC (7868); Big Lots Stores - PNS, LLC (5262); Big Lots Stores, LLC (6811); BLBO Tenant, LLC (0552); Big Lots Stores - CSR, LLC (6182); CSC Distribution LLC (8785); Closeout Distribution, LLC (0309); Durant DC, LLC (2033); AVDC, LLC (3400); GAFDC LLC (8673); PAFDC LLC (2377); WAFDC, LLC (6163); INFDC, LLC (2820); Big Lots eCommerce LLC (9612); and Big Lots F&S, LLC (3277). The address of the debtors’ corporate headquarters is 4900 E. Dublin-Granville Road, Columbus, OH 43081.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter an order consistent with Article III of the United States Constitution; and this Court having found that venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the notice of the Rejection Notice and of the opportunity to be heard at the hearing thereon were appropriate under the circumstances and that no other notice need be provided, except as set forth herein; and this Court having reviewed the Rejection Notice, and having heard the statements and argument in support of the relief requested at a hearing, if any, before this Court (the “**Hearing**”); and this Court having determined that the legal and factual bases set forth in the Rejection Notice and at any Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Contract and Leases listed on **Schedule 1** attached hereto are hereby rejected as of March 31, 2025 (the “**Rejection Date**”).

2. Nothing herein shall prejudice the rights of the Debtors to argue that any of the Contracts or Leases were terminated prior to the Rejection Date; that any claim for damages arising from the rejection of any Contract is limited to the remedies available under the termination provision of such Contract; or that any such claim is an obligation of a third party and not that of the Debtors or their estates.

3. Nothing in this Order shall be deemed or construed as an approval of an assumption of any lease, sublease, or contract pursuant to section 365 of the Bankruptcy Code.

4. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (i) an admission as to the amount of, basis for,

or validity of any claim against the Debtors; (ii) a waiver of the Debtors' or any other party's right to dispute any claim; (iii) a promise or requirement to pay any particular claim; (iv) an admission that any particular claim is of a type described in the Motion; (v) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (vi) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law.

5. Notice of the Rejection Notice is deemed good and sufficient notice of the relief requested therein.

6. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon its entry.

7. The Debtors are authorized to take all actions that are necessary and appropriate to effectuate the relief granted in this Order.

8. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Schedule 1

Schedule of Rejected Contracts and Leases

No.	Debtor	Contract Counterparty	Contract Counterparty Address	City	State	Zip	Country	Rejected Agreement/Lease	Rejection Effective Date
1	Big Lots Stores, LLC	Xerox	100 Clinton Avenue	Rochester	NY	14644	USA	Order	3/31/2025
2	Durant DC, LLC	Xerox	100 Clinton Avenue	Rochester	NY	14644	USA	Lease Agreement	3/31/2025
3	Big Lots, Inc.	Xerox	100 Clinton Avenue	Rochester	NY	14644	USA	Managed Services Order (MSO)	3/31/2025
4	Big Lots, Inc.	Xerox	100 Clinton Avenue	Rochester	NY	14644	USA	Managed Services Order (MSO)	3/31/2025
5	Big Lots Stores, LLC	Xerox	100 Clinton Avenue	Rochester	NY	14644	USA	Services Agreements	3/31/2025
6	Big Lots, Inc.	Xerox Canada Ltd.	100 Clinton Avenue	Rochester	NY	14644	USA	Lease Agreement for Equipment and Maintenance Services	3/31/2025
7	Big Lots, Inc.	Xerox Capital Services	100 Clinton Avenue	Rochester	NY	14644	USA	Demonstration Agreement	3/31/2025
8	Big Lots, Inc.	Xerox Capital Services, LLC	100 Clinton Avenue	Rochester	NY	14644	USA	Lease Agreement	3/31/2025
9	Big Lots Stores, LLC	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Managed Services Order	3/31/2025
10	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Order Addendum	3/31/2025
11	Big Lots Stores, LLC	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Mutual Non-Disclosure Agreement	3/31/2025
12	Big Lots Stores, LLC	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Managed Services Order	3/31/2025
13	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Order under Managed Services Agreement	3/31/2025
14	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Order Agreement for Managed Services	3/31/2025
15	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Trial Agreement for Xerox® Print Awareness Tool	3/31/2025
16	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Managed Services Order	3/31/2025
17	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Managed Services Order	3/31/2025
18	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Equipment Move & Relocation Agreement	3/31/2025
19	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Sale / Maintenance Agreement	3/31/2025
20	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Equipment Move & Relocation Agreement	3/31/2025
21	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Evaluation Loan Agreement	3/31/2025
22	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Addendum to Demonstration Agreement	3/31/2025
23	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Managed Services Order	3/31/2025
24	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Equipment Move & Relocation Agreement	3/31/2025
25	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Equipment Move & Relocation Agreement	3/31/2025
26	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Lease Agreement	3/31/2025
27	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Equipment Move & Relocation Agreement	3/31/2025
28	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Equipment Move & Relocation Agreement	3/31/2025
29	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Equipment Move & Relocation Agreement	3/31/2025

No.	Debtor	Contract Counterparty	Contract Counterparty Address	City	State	Zip	Country	Rejected Agreement/Lease	Rejection Effective Date
30	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Amendment to Agreement	3/31/2025
31	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Managed Services Agreement	3/31/2025
32	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Addendum to Demonstration Agreement	3/31/2025
33	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Lease Agreement	3/31/2025
34	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Lease Agreement	3/31/2025
35	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Amendment to Agreement	3/31/2025
36	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Lease Agreement	3/31/2025
37	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Lease Agreement	3/31/2025
38	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Lease Agreement	3/31/2025
39	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Lease Agreement	3/31/2025
40	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Lease Agreement	3/31/2025
41	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Xerox Omnifax Order Agreement	3/31/2025
42	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Lease Agreement	3/31/2025
43	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Lease Agreement	3/31/2025
44	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Lease Agreement	3/31/2025
45	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Lease Agreement	3/31/2025
46	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Lease Agreement	3/31/2025
47	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Lease Agreement	3/31/2025
48	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Lease Agreement	3/31/2025
49	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Lease Agreement	3/31/2025
50	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Negotiated Agreement for Products and Services	3/31/2025
51	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Lease Agreement	3/31/2025
52	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Demonstration Agreement	3/31/2025
53	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Lease Agreement	3/31/2025
54	Big Lots, Inc.	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Maintenance Agreement	3/31/2025
55	Big Lots Stores, LLC	Xerox Corporation	100 Clinton Avenue	Rochester	NY	14644	USA	Termination Agreements	3/31/2025
56	Big Lots Management, LLC	Yusen Logistics	300 Lighting Way	Secaucus	NJ	07094	USA	Management Fees Agreement	3/31/2025
57	Big Lots, Inc.	Yusen Logistics (Americas) Inc.	300 Lighting Way	Secaucus	NJ	07094	USA	Amendment to Pricing Agreement	3/31/2025
58	Big Lots, Inc.	Yusen Logistics (Americas) INC.	300 Lighting Way 6th FL.	Secaucus	NJ	07094	USA	NVOCC Service Arrangement	3/31/2025

No.	Debtor	Contract Counterparty	Contract Counterparty Address	City	State	Zip	Country	Rejected Agreement/Lease	Rejection Effective Date
59	Big Lots, Inc.	Yusen Logistics (Americas) INC.	300 Lighting Way 6th FL.	Secaucus	NJ	07094	USA	NVOCC Service Arrangement	3/31/2025
60	Big Lots, Inc.	Yusen Logistics (Americas) INC.	300 Lighting Way	Secaucus	NJ	07094	USA	NVOCC Service Arrangement	3/31/2025
61	Big Lots, Inc.	Yusen Logistics (Americas) INC.	300 Lighting Way	Secaucus	NJ	07094	USA	NVOCC Service Arrangement	3/31/2025
62	Big Lots, Inc.	Yusen Logistics (Americas) INC.	300 Lighting Way	Secaucus	NJ	07094	USA	NVOCC Service Arrangement	3/31/2025
63	Big Lots, Inc.	Yusen Logistics (Americas) INC.	300 Lighting Way	Secaucus	NJ	07094	USA	NVOCC Service Arrangement	3/31/2025
64	Big Lots, Inc.	Yusen Logistics (Americas) INC.	300 Lighting Way	Secaucus	NJ	07094	USA	NVOCC Service Arrangement	3/31/2025
65	Big Lots, Inc.	Yusen Logistics (Americas) INC.	300 Lighting Way	Secaucus	NJ	07094	USA	NVOCC Service Arrangement	3/31/2025
66	Big Lots, Inc.	Yusen Logistics (Americas) INC.	300 Lighting Way	Secaucus	NJ	07094	USA	NVOCC Service Arrangement	3/31/2025
67	Big Lots, Inc.	Yusen Logistics (Americas) INC.	300 Lighting Way 6th FL.	Secaucus	NJ	07094	USA	NVOCC Service Arrangement	3/31/2025
68	Big Lots Stores, LLC	Yusen Logistics (Americas) Inc.	300 Lighting Way, 5th Floor	Secaucus	NJ	07094	USA	Statement of Work for Vendor Booking Data Integration	3/31/2025
69	Big Lots Stores, LLC	Yusen Logistics (Hong Kong) Limited	Level 33, Tower 1, Kowloon Commerce Centre, 51 Kwai Cheong Road, Kwai Chung, New Territories	Kwai Chung	New Territories		Hong Kong	First Amendment to Logistics Agreement	3/31/2025
70	Big Lots Stores, LLC	Yusen Logistics (Hong Kong) Limited	Level 33, Tower 1, Kowloon Commerce Centre, 51 Kwai Cheong Road, Kwai Chung, New Territories	Kwai Chung	New Territories		Hong Kong	First Amendment to Logistics Agreement	3/31/2025
71	Big Lots, Inc.	Yusen Logistics (Hong Kong) Limited	Level 33, Tower 1, Kowloon Commerce Centre, 51 Kwai Cheong Road, Kwai Chung, New Territories	Kwai Chung	New Territories		Hong Kong	Logistics Agreement	3/31/2025